



**REQUEST FOR PROPOSALS  
FOR THE  
MIGRANT HEALTH PROGRAM-DOOLY EXPANSION**

**GEORGIA DEPARMENT OF COMMUNITY HEALTH  
State of Georgia**

**RFP NUMBER**

**419-03-00396**

**Released on**

**April 2, 2004**

## TABLE OF CONTENTS

SECTION	PAGE
 <b>A. SCOPE OF SERVICES AND REQUIREMENTS</b>	
1. <a href="#"><u>Project Summary</u></a> .....	4
2. <a href="#"><u>Schedule</u></a> .....	4
3. <a href="#"><u>Contract Term</u></a> .....	4
4. <a href="#"><u>Project Statement of Work</u></a> .....	5
a. <a href="#"><u>Mandatory Project Specifications</u></a> .....	5
b. <a href="#"><u>Desirable Project Specifications</u></a> .....	6
 <b>B. INSTRUCTIONS AND INFORMATION</b>	
5. <a href="#"><u>Process for Submitting Proposals</u></a> .....	8
a. Content of Proposal .....	8
b. Project Organization and Staffing .....	8
c. Proposed Technical Approach .....	8
d. Preparation of Proposal .....	8
e. Packaging of Proposal .....	9
f. Number of Proposal Copies .....	9
g. Submission of Proposals .....	9
h. Inquires .....	9
i. Rejection of Proposals .....	10
6. <a href="#"><u>Evaluation Criteria</u></a> .....	10
a. Administrative Review .....	10
b. Requirements Review .....	10
c. Technical Review .....	10
d. Technical Weighting Distribution .....	10
e. Cost Review .....	11
f. Identification of Apparent Successful Offeror .....	11
7. <a href="#"><u>Standard Terms and Conditions</u></a> .....	12
a. Performance History.....	12
b. Amendments .....	12
c. Cost for Preparing Proposal .....	12
d. Future Pricing .....	12
e. Financial Information .....	12
f. Contract Discussions .....	12
g. ADA Guidelines .....	12
h. Proposal Authorization .....	13
i. Confidentiality Requirements .....	13
j. Prohibition Gratuities and Lobbyists Disclosures .....	13
k. Drug Free Workplace Certification .....	14
l. Nonprofit Organization Disclosure .....	14

m. Debarment and Suspension Certification .....	14
<a href="#"><u>APPENDIX A</u></a> AGREEMENT TO MANDATORY PROJECT SPECIFICATIONS .....	15
<a href="#"><u>APPENDIX B</u></a> REQUIRED CONTENT OF PROPOSALS .....	18
<a href="#"><u>APPENDIX C</u></a> COST PROPOSAL FORM .....	21
<a href="#"><u>APPENDIX D</u></a> PROPOSAL FORM .....	22
<a href="#"><u>APPENDIX E</u></a> CONTRACT .....	23
<a href="#"><u>APPENDIX F</u></a> SMALL OR MINORITY BUSINESS FORM .....	63
<a href="#"><u>APPENDIX G</u></a> PROJECT SPECIFIC BACKGROUND .....	64
<a href="#"><u>APPENDIX H</u></a> GLOSSARY .....	65

## **A. SCOPE OF SERVICES AND REQUIREMENTS**

### **1. PROJECT SUMMARY**

The Georgia Department of Community Health (DCH) is requesting proposals for the Migrant Health Program-Dooly Expansion. The objective of this procurement is to obtain the services of a qualified contractor to expand DCH's Farmworker Health Program in Central and South Georgia, by providing cost effective, culturally appropriate primary healthcare to migrant and seasonal farmworkers (MSFWs) in Dooly County. Primary healthcare services are to be provided through the use of a voucher system that includes the services of physicians, physicians' assistants, and/or nurse practitioners. Outreach and enabling services are to be provided by a qualified health professional.

**Proposals must be received no later than 2:00 P.M. Eastern Daylight Time on April 27, 2004;** proposals should be sent to:

- Department of Community Health
- Division of Administrative Services
- Office of Contract Administration
- 2 Peachtree Street, NW, 35<sup>th</sup> Floor
- Atlanta, Georgia 30303

### **2. SCHEDULE**

This request for proposals will be governed by the following schedule:

April 2, 2004	Release of RFP
April 12, 2004	Deadline for Written Questions No later than 2:00 PM EST
April 16, 2004	Publishing of Answers to Written Questions
April 27, 2004	Proposals Due, 2:00 PM EDT
May 21, 2004	Contract Award (on/about)
June 7, 2004	Contractor Begins Work (on/about)

### **3. CONTRACT TERM**

The contract period is from **June 1, 2004** through **May 31, 2005**. DCH shall have the option, exercisable at its sole discretion, to renew this Contract upon the same terms, conditions and price in effect at the time of renewal for one (1) additional contract period. The renewal of the successful Offeror's Contract shall be contingent upon the availability of funds and the successful Offeror's Contract performance. The Contract Award will be by the issuance of a Notice of Award. Renewals will be accomplished through the issuance of an amendment to the Contract. The successful Offeror shall begin providing the appropriate

service under this program upon the awarding of the Contract.

#### **4. PROJECT STATEMENT OF WORK**

The purpose of this Request for Proposal (RFP) is to provide migrant and seasonal workers and their families in Dooly County with primary and preventive health care services to be provided by a qualified contractor. Subject to the mandatory specifications, other terms and conditions set forth herein, DCH will retain a qualified contractor to furnish all of the goods, services, and other deliverables, all as contemplated by this RFP.

Dooly County is a rural Georgia county with a strong agricultural base. More than 60% of the county's 392 square miles is used as cropland or forest land. The total population for Dooly County is 11,651. The percentage of the population with Hispanic or Latino origin is 4.7%. The unemployment rate is 6.3%, with a poverty rate of 22.1%. The county has very limited access to primary health care for their resident populations. The percentage of uninsured is 14%. Dooly County is designated as a Health Professional Shortage Area (HPSA) for the low-income population and is also designated as a Medically Underserved Area (MUA). The migrant and seasonal workforce in July of each year tends to increase to over 1,200. With the addition of their family members, the MSFW population swells to over 2,300 which is straining an already overloaded health care delivery system. Additionally, because the farm worker population is over 90% Hispanic, language and cultural barriers play a significant role in limiting access to primary care.

##### **a) Mandatory Project Specifications**

The specifications detailed within this section will be listed in ([Appendix A](#)). Appendix A requires all Offerors to agree to all of the Mandatory Project Specifications listed. Offerors are required to return Appendix A as a part of their submitted technical proposal.

The successful Offeror will be expected to:

**Mandatory Specification #1:** Provide primary health care services to the MSFW population in Dooly County through a voucher program linking services of physicians, physicians' assistants, and/or nurse practitioners; diagnostic laboratory and radiological services; preventive health services including vision and hearing screening for children, perinatal services, well-child services, and family planning services; emergency medical services; transportation and translation services; preventive dental services; and pharmaceutical services to migrant and seasonal farm workers and their families.

**Mandatory Specification #2:** Implement the GFHP voucher referral program, following policy concerning billing and sliding fee discount processes and the GFHP Nominal Fee Schedule to determine patient costs for services. Cost will be based upon Medicaid rates and will not exceed \$200.00 per medical user per funding year.

**Mandatory Specification #3:** Provide supplemental health services, including mental health, substance abuse, health education, outreach, disease screening and infection control, and accident and pesticide exposure to MSFWs and their dependents.

**Mandatory Specification #4:** Provide referrals to supplemental service providers and to hospitals through case management and dissemination of information on the availability and proper use of health services, environmental services and risks factors and language translation and transportation services for the targeted MSFW population. Language translation services will require that a bilingual nurse (RN/LPN) be designated as the project manager and central point of entry for program services.

**Mandatory Specification #5:** Conduct a local and/or regional need assessment to provide supportive data evidencing the need for MSFW primary health care services, utilizing public health reports and other reliable and verifiable sources which are at least three years current.

**Mandatory Specification #6:** Demonstrate improved access to care, improved patient outcomes, the “potential reduction” in the number of emergency room and physician visits, and potential cost savings resulting from proposed intervention services provided under this RFP.

**Mandatory Specification #7:** Develop, and make accessible, a Sustainability Plan which identifies current and future resources and planned activities for the on-going support of services related to this RFP.

#### **Desirable Project Specifications**

The Successful Offeror will be expected to:

**Desirable Specification #1** Develop a system for maintaining the confidentiality of records in compliance with Health Insurance Portability and Accountability Act standards.

**Desirable Specification #2:** Provide MSFWs with a copy or summary of their health record before they leave the area.

**Desirable Specification #3:** Ensure approved documentation/deliverables are in place and submitted on or before the due date for expenditures related to grant.

**Desirable Specification #4:** Provide MSFWs with a copy or summary of their health record before they leave the area.

**Desirable Specification #5:** Ensure approved documentation/deliverables are in place and submitted on or before the due date for expenditures related to grant.

**Desirable Specification #6:** Provide monthly and quarterly expenditure reports (cost reports) and monthly invoices based upon actual expenditures, including also one (1) annual programmatic report and one (1) financial report no later than January 15<sup>th</sup> for all services provided for during the prior calendar year.

**Desirable Specification #7:** Identify, develop and implement measures to be used for program evaluation.

## **B. INSTRUCTIONS AND INFORMATION**

### **5. PROCESS FOR SUBMITTING PROPOSALS**

#### **◆ Content of Proposal**

The proposal must be submitted using the format as indicated in ([Appendix B](#)).

The Offeror must complete and return Appendix B with the Technical Proposal. Use the checklist and follow the format. Label all responses to the corresponding requirement in Appendix B.

Provide as much detail as possible to allow the evaluation committee to have a clear understanding of the proposed solution. The Offeror's Technical Proposal must address those items identified in Section A.4.a (1 through 5) and Section A.4.b (1 through 16).

#### **◆ Project Organization and Staffing**

Proposed Organization and Staffing for the Project and Staff's Qualifications, including the following:

- a. Proposed Organizational Chart for the Project;
- b. Description of Responsibilities for All Proposed Staff;
- a. Names and Resumes of Key Staff Proposed (be specific here); and
- b. Time Commitments of Proposed Staff (full time/part time and/or number of man days/months/year per person over the course of the project).

#### **◆ Proposed Technical Approach**

- a. Proposed Approach to Performing, Including Timeline:  
Description of approach that will fully address the requirements of this RFP.
  - 1. Proposed staff responsible for the training and educational efforts of the personnel assigned to fulfill the functions of this contract as well as a training schedule with location, date and time.
  - 2. Description of the authority the on-site director has to commit resources in addition to those contained in the proposal.
- b. Description of timeline that indicates the steps anticipated as being necessary to effectively implement the Urban-Based Services Expansion Program for Hypertension.
- c. Proposed methodology for benchmarking performance.
- d. A work plan for the project, which meets the stated deadlines of the State.
  - 1. For each deliverable, describe the scope, duration or milestone date and delivery, inspection and acceptance criteria that will be used by the receiving department contract manager or a project timeline with milestones, etc.

♦ **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

♦ **Packaging of Proposal**

The proposal must be divided into two sealed packages – a technical proposal and a cost proposal and plainly marked as:

Name of Company  
Technical Proposal or Cost Proposal (as applicable)  
RFP 419-04-0382

♦ **Number of Proposal Copies**

Please submit an original and seven (7) copies of your technical proposal, and an original seven (7) of your cost proposal.

♦ **Submission of Proposals**

Please submit proposals to:

Joseph Johnson, Contract Specialist II  
Department of Community Health  
Office of Contract Administration  
2 Peachtree Street, NW, 35<sup>th</sup> Floor  
Atlanta, Georgia 30303

**All proposals must be delivered to the above office no later than 2:00 P.M. Eastern Daylight Time on April 27, 2004.** Proposals received after the above date and time will not be considered. Faxed or e-mailed proposals will not be accepted.

♦ **Inquiries**

Questions about this RFP must be directed in writing, via e-mail, to:

Joseph Johnson  
Contracting Officer  
Department of Community Health  
Office of Contract Administration  
2 Peachtree Street, NW, 35<sup>th</sup> Floor  
Atlanta, Georgia 30303  
[jojohnson@dch.state.ga.us](mailto:jojohnson@dch.state.ga.us)

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any State employee other than the contracting officer listed above regarding this RFP except during the pre-proposal conference. The State reserves the right to reject any



proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the State.

◆ **Rejection of Proposals**

The State of Georgia reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State or its taxpayers. It is also within the right of the State to reject proposals that do not contain all elements and information requested in this document. The State of Georgia shall not be liable for any losses incurred by the Offerors throughout this process.

## **6. EVALUATION CRITERIA**

The evaluation of proposals received on time will be conducted in the following four phases:

◆ **Administrative Review**

The proposals will be reviewed for the following administrative requirements:

- (a) Separately sealed technical proposal and cost proposal
- (b) Only technical information is included in the technical proposal
- (c) All documents requiring a signature have been signed

◆ **Requirements Review**

The proposals that pass the administrative review will be reviewed for completeness to ensure that all mandatory requirements are addressed satisfactorily in Appendix A.

◆ **Technical Review**

Agencies should reference the “GUIDE TO DETERMINING CONSIDERATIONS FOR EVALUATION METHODS” when deciding on the proper weighting for the technical and cost components and when deciding the minimum technical cutoff point.

◆ **Technical Weighting Distribution**

A technical proposal can receive a maximum of 600 points. Technical proposals will be evaluated and scored in categories. Each category is assigned a maximum point value. Only technical proposals that receive 450 points (75%) or more will have the accompanying cost proposal evaluated under Cost Review.

Technical proposals that receive 450 or more points, their scores will be adjusted to maintain the balance between the technical and cost components. The proposal with the highest score will be adjusted up to 600 points. All other proposals with 450 or more points will receive a prorated technical score to maintain the balance between competing proposals.

$$P/H \times 600 = V$$

Where: P = Technical score of the proposal being adjusted

H = Original technical score of the highest ranking proposal

V = Assigned points for proposal being adjusted

The Offeror **MUST provide** information on the following, which the State will evaluate and assign points. While the RFP may be “general” in nature, proposal responses must be “specific” in content.

The proposals that pass the requirements review will be reviewed for quality and completeness and can receive a maximum of 600 points. The following listing provides the maximum points available for each factor in the evaluation:

	Points
(a) Community Resources and Partnerships	200
(b) Company Background and Experience	100
(c) Proposed Technical Approach	200
(d) Project Organization and Staffing	50
(e) References	<u>50</u>
<b>TOTAL</b>	<b>600</b>

#### ◆ **Cost Review**

Use the Cost Proposal form only ([Appendix C](#)).

Cost evaluations will be performed by the DOAS Contracting Officer and will have a maximum of 400 points. The proposals that pass the technical review will have their cost proposals reviewed and can receive a maximum of 400 points. Cost proposals must be on a fixed price basis. The proposal with the lowest total cost will be awarded 400 points. All other proposals will receive a prorated cost score to maintain the balance between competing proposals.

$$L/R \times 400 = Z$$

Where: L = Total cost of the proposal with the lowest total cost

R = Total cost of the proposal being ranked

Z = Assigned points

#### ◆ **Identification of Apparent Successful Offeror**

The resulting cost proposal scores will be combined with the technical proposal scores to identify the apparent successful firm.

## 7. STANDARD TERMS AND CONDITIONS

#### ◆ **Performance History**

The Offeror is required to provide performance references for the immediate past 3 years including work with any other states and governmental entities. **DCH will consider the performance history from Offerors who have and/or are currently doing business with the DCH or the State of Georgia or both in the evaluation phase of this procurement.**

◆ **Amendments**

DCH reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the Georgia Procurement Registry, <http://www.procurement.state.ga.us>; Offerors should check this web page daily for new information.

◆ **Cost for Preparing Proposal**

The cost for developing proposals in response to this solicitation is the sole responsibility of the Offeror. All proposals submitted become the property of the State.

◆ **Future Pricing**

The resulting contract to this RFP may have multiple renewal periods. The selected Offeror should, therefore, be aware that costs for providing services and pricing under this RFP in future renewal periods will be determined as based on availability and governing policies, rules and procedures of DCH funding.

◆ **Financial Information**

The State is concerned about the Offeror's financial capability to perform. Please, therefore, provide sufficient data to allow for an evaluation of your firm's financial capabilities.

◆ **Contract Discussions**

Prior to award, the selected Offeror may be required to enter into discussions with the State to resolve any contractual differences. These discussions are to be finalized and all exceptions resolved within one (1) week from notification of a need to resolve a contract issue. If no resolution is reached, the submitted proposal may be rejected and, thereafter, discussions with the second highest scoring firm may be initiated.

◆ **ADA Guidelines**

The State of Georgia adheres to the guidelines set forth in the American Disabilities Act (ADA). Provisions will be made to make your use of the required services provided easier and more accessible. We ask that you please call the Contracting Officer at 404- 657-8979 in advance if you require special arrangements. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages for the speech and hearing impaired, in strict confidence.

◆ **Proposal Authorization**

In accordance with the provisions of the Official Code of Georgia Annotated 50-5-67(a), the Department of Administrative Services (DOAS) has determined that the use of competitive sealed bidding will not be practical or advantageous to the State in completing the acquisition of the services and/or commodities described herein. Competitive sealed *proposals* shall be submitted in response to this RFP in the same manner as competitive sealed *bids* and shall be opened in the same manner as competitive sealed bids. All proposals submitted as a result of this RFP shall be made in accordance with the provisions of the Georgia Vendor Manual (see <http://www.doas.state.ga.us>), and instructions and specifications noted herein.

◆ **Confidentiality Requirements**

The selected Offeror shall treat all information that is obtained or viewed by it through or its staff and subcontractors performance under this RFP as confidential information, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. DCH, the Georgia Attorney General, federal officials as authorized by federal law or regulations, or the authorized representatives of these parties shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations.

The selected Offeror shall also agree to assist DCH in its efforts to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its related amendments, rules, procedures, and regulations. To that end, the selected Offeror is expected to cooperate and abide by any requirements mandated by HIPAA or any other applicable law. The HIPAA may require the selected Offeror and DCH to sign a Business Associate Agreement or other documents for compliance purposes. The selected Offeror must agree to cooperate with DCH on these matters and to sign whatever documents are required for HIPAA compliance and to abide by their terms and conditions. See ([Exhibit 5](#)) and ([Exhibit 6](#)).

◆ **Prohibition of Gratuities and Lobbyists Disclosures**

The selected Offeror, in providing services under this RFP, will be required not to offer or to give, directly or indirectly, to any employee or agent of the State of Georgia, any gift, money or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of this Contract, and shall comply with the disclosure requirements set forth in O.C.G.A. § 45-1-6.

The selected Offeror will also be required to state and warrant, by completion of a disclosure and registration certification, that it has complied with all disclosure and registration requirements for vendor lobbyists as set forth in O.C.G.A. § 21-5-1, et. seq. and all other applicable law, including but not limited to registering with the State Ethics Commission. In addition, the selected Offeror will be required to state and warrant that no federal money has been used for any lobbying of State officials, as required under applicable federal law. For purposes of this RFP, vendor lobbyists

are those who lobby State officials on behalf of businesses which seek a contract to sell goods or services to the State. See [Exhibit 7](#).

◆ **Drug Free Workplace Certification**

The selected Offeror will certify, as required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. published in the January 31, 1989 *Federal Register*, that it will maintain a drug-free workplace. The certification set fourth is a material representation of fact upon which reliance will be placed when HHS makes a determination regarding the use of HHS funding under this RFP. See ([Exhibit 2](#)).

◆ **Nonprofit Organization Disclosure**

The selected Offeror, as applicable, must comply and provide disclosure in accordance with Georgia law, which requires that nonprofit organizations receiving funds from a state organization must comply with audit requirements as specified in O.C.G.A. § 50-20-1 *et seq.* (hereinafter “the Act”) to ensure appropriate use of public funds. See ([Exhibit 4](#)).

◆ **Debarment and Suspension Certification**

The selected Offeror must certify its status as related to being debarred or suspended from public procurement activity. Federal Acquisition Regulation 52.209-5, *Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters* (March 1996) requires vendors to attest to the degree to which they have access to public procurement activities. See ([Exhibit 3](#)).

## **APPENDIX A**

### **AGREEMENT TO MANDATORY PROJECT SPECIFICATIONS**

All mandatory requirements listed in Section A.4.a. of the RFP are presented below. Offeror should indicate their understanding of these mandatory requirements and their agreement to satisfy these mandatory requirements by placing the word “Yes” by each requirement.

This checklist is provided for the convenience of Offerors, but it is the Offeror’s responsibility to review the entire RFP and ensure response is made to all requirements.

**Failure to place “yes” by each mandatory requirement may cause the Department to reject the proposal.**

Offerors must meet all of the following mandatory requirements to be considered for evaluation under this RFP.

- \_\_\_\_\_ A. **Mandatory Specification #1:** Provide primary health care services to the MSFW population in Dooly County through a voucher program linking services of physicians, physicians’ assistants, and/or nurse practitioners; diagnostic laboratory and radiological services; preventive health services including vision and hearing screening for children, perinatal services, well-child services, and family planning services; emergency medical services; transportation and translation services; preventive dental services; and pharmaceutical services to migrant and seasonal farm workers and their families.
- \_\_\_\_\_ B. **Mandatory Specification #2:** Implement the GFHP voucher referral program, following policy concerning billing and sliding fee discount processes and the GFHP Nominal Fee Schedule to determine patient costs for services. Cost will be based upon Medicaid rates and will not exceed \$200.00 per medical user per funding year.
- \_\_\_\_\_ C. **Mandatory Specification #3:** Provide supplemental health services, including mental health, substance abuse, health education, outreach, disease screening and infection control, and accident and pesticide exposure to MSFWs and their dependents.
- \_\_\_\_\_ D. **Mandatory Specification #4:** Provide referrals to supplemental service providers and to hospitals through case management and dissemination of information on the availability and proper use of health services, environmental services and risks factors and language translation and transportation services for the targeted MSFW population. Language translation services will require that a bilingual nurse (RN/LPN) be designated as the project manager and central point of entry for program services.
- \_\_\_\_\_ E. **Mandatory Specification #5:** Conduct a local and/or regional need assessment to provide supportive data evidencing the need for MSFW primary health care

services, utilizing public health reports and other reliable and verifiable sources which are at least three years current.

- \_\_\_\_\_ F. **Mandatory Specification #6:** Demonstrate improved access to care, improved patient outcomes, the “potential reduction” in the number of emergency room and physician visits, and potential cost savings resulting from proposed intervention services provided under this RFP.
  
- \_\_\_\_\_ G. **Mandatory Specification #7:** Develop, and make accessible, a Sustainability Plan which identifies current and future resources and planned activities for the on-going support of services related to this RFP.

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Authorized Signature

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Print Name

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Date

## APPENDIX B

### REQUIRED CONTENT OF PROPOSALS

This appendix will identify what information should be submitted within your proposal in response to this RFP and the order in which it should appear. More information regarding the process to follow when submitting your proposal is described within the RFP (Section 5).

Offeror should indicate required documents are included within the proposal and the location of those documents by placing the word “Yes” by each requirement and specifying the page or reference number where that document is located.

This checklist is provided for the convenience of Offeror, but it is the Offeror’s responsibility to review the entire RFP and ensure response is made to all requirements.

**Failure to place ‘yes’ by each requirement may cause the Department to reject the proposal.**

Unless otherwise indicated, Offerors must meet all of the following requirements to be considered for evaluation under this RFP.

Yes/No	Page/Ref. No.
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_____	_____	<b>1. <u>Cover Letter</u></b>
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The proposal should contain a cover letter and introduction, including: the company name, address and the name, telephone number, and email address of the person or persons authorized to represent the company regarding all matters related to the proposal.

_____	_____	<b>2. <u>Proposal Form</u></b>
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The proposal must contain a signed proposal form ([Appendix D](#)).

_____	_____	<b>3. <u>Agreement to Mandatory Project Specifications</u></b>
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The Offeror should indicate its agreement to all of the Mandatory Specifications for this project by completing ([Appendix A](#)).

_____	_____	<b>4. <u>Contract Exceptions</u></b>
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The contract that the State intends to use is identified as (Appendix E). Any exceptions to the contract must be submitted and clearly identified with the Offeror’s technical proposal.

_____	_____	<b>5. <u>Small or Minority Business Form</u></b>
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The Offeror should indicate its classification as a small or minority business by completing (Appendix F).



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## **6. Summary of Understanding of the Proposed Services**

The Offeror should indicate their understanding of the requested services and describe how it proposes to service the (Insert Department Name). The Offeror must include the following information:

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## **7. Company Background**

- i. A description of your firm's background and history. Please include principals of the firm and their backgrounds. Describe ownership structure and provide relevant information.
- ii. A list of all corporate offices and indicate which office will service this account(s).
- iii. A broad overview of your firm, including any parent, affiliated or subsidiary company, and any business partners. Provide an organization chart of your firm and describe the relationship between each component of your firm.
- iv. Disclose in detail anything that may create a conflict or appearance of a conflict of interest.
- v. Disclose whether, within the last five years, your organization or an officer or principal has been involved in any business litigation or other legal proceedings. If so, please provide an explanation and indicate the current status or disposition.
- vi. A description of the level of coverage of professional liability insurance your firm carries. List the insurance carrier(s) supplying coverage.
- vii. A full biography for each firm employee that will be assigned to this account.
- viii. A list of all current clients covered by the individual(s) that will cover this account.
- ix. A description of your firm's experience with other government organizations

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## **8. Statement of Work**

- i. Please address each item in Section A.4, focusing on your ability to perform each required service for the State.

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## 9. References

- i. A list of the names and addresses of at least three clients who have hired your firm for similar services as detailed in this RFP during the past three years, including the name, title, and telephone number of the contact person.
- ii. A list of the names and address of all clients who have terminated your relationship for performing similar services as detailed in this RFP during the past three years and their reasons for doing so. Please include the name, title, and telephone number of the contact person.

**APPENDIX C**

**COST PROPOSAL**

Vendor Name: \_\_\_\_\_

**Total Contract Value for ALL Requirements including G & A\* \$ \_\_\_\_\_\*\***

\*G & A = **all** General and Administrative Costs, Profits, Travel, per diem, and **ALL** costs associated with this contract.

**\*\*This is the figure that will be used in the evaluation.**

Where there is a reference in the RFP to deliverables, submission requirements or other response and contract performance discussions, said reference may not include all requirements in the RFP. It is incumbent upon the contractor to read this entire RFP carefully and respond to and price **all requirements** and ensure “**Total Contract Value for ALL Requirements**” above includes **all requirements**.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## **APPENDIX D**

### **PROPOSAL FORM**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

We further agree to strictly abide by all the terms and conditions contained in the Georgia Vendor Manual (<http://www.doas.state.ga.us>) as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this bid.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by State Purchasing, Department of Administrative Services, State of Georgia, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the State of Georgia.

It is understood and agreed that we have read the State's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such State specifications. We further agree, if awarded a contract, to deliver goods and services that meet or exceed the specifications.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

#### **PROPOSAL SIGNATURE AND CERTIFICATION**

(Bidder to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Print/Type Name \_\_\_\_\_

Print/Type Company Name Here \_\_\_\_\_

**Sample Contract**

**CONTRACT BETWEEN**

**THE GEORGIA DEPARTMENT OF COMMUNITY HEALTH**

**AND**

**FOR**

**RURAL MIGRANT HEALTH PROGRAM SERVICES**

**Contract No.: XXXX**

## **TABLE OF CONTENTS:**

<b>1. SCOPE OF SERVICE .....</b>	<b>25</b>
<b>A. DCH Responsibilities.....</b>	<b>26</b>
<b>B. Contractor Responsibilities.....</b>	<b>26</b>
<b>C. Deliverables.....</b>	<b>26</b>
<b>2. TERM OF CONTRACT .....</b>	<b>27</b>
<b>3. PAYMENT FOR SERVICES.....</b>	<b>27</b>
<b>4. FUNDING.....</b>	<b>28</b>
<b>5. PAYMENT OF TAXES .....</b>	<b>28</b>
<b>6. RELATIONSHIP OF PARTIES.....</b>	<b>28</b>
<b>7. INSPECTION OF WORK.....</b>	<b>28</b>
<b>8. STATE PROPERTY .....</b>	<b>28</b>
<b>9. OWNERSHIP AND USE OF DATA .....</b>	<b>29</b>
<b>10. CONTRACTOR STAFFING .....</b>	<b>29</b>
<b>11. CRIMINAL BACKGROUND CHECKS .....</b>	<b>30</b>
<b>12. SUBCONTRACTS.....</b>	<b>30</b>
<b>A. Use of Subcontractors.....</b>	<b>30</b>
<b>B. Cost or Pricing by Subcontractors.....</b>	<b>31</b>
<b>13. REQUIRED TRAVEL, TRAVEL EXPENSES .....</b>	<b>31</b>
<b>14. LICENSE, CERTIFICATE, PERMIT REQUIREMENT.....</b>	<b>31</b>
<b>15. RISK OR LOSS.....</b>	<b>31</b>
<b>16. PROHIBITION OF GRATUITIES AND LOBBYIST DISCLOSURES .....</b>	<b>32</b>

<b>17. RECORDS REQUIREMENTS .....</b>	<b>32</b>
<b>A. Records Retention Requirements.....</b>	<b>32</b>
<b>B. Access to Records.....</b>	<b>32</b>
<b>18. CONFIDENTIALITY REQUIREMENTS .....</b>	<b>33</b>
<b>19. TERMINATION OF CONTRACT.....</b>	<b>33</b>
<b>A. Termination Procedures.....</b>	<b>34</b>
<b>B. Termination Claims.....</b>	<b>34</b>
<b>20. LIQUIDATED DAMAGES .....</b>	<b>35</b>
<b>21. INDEMNIFICATION .....</b>	<b>35</b>
<b>22. INSURANCE.....</b>	<b>36</b>
<b>23. PERFORMANCE BOND .....</b>	<b>36</b>
<b>24. COMPLIANCE WITH ALL LAWS .....</b>	<b>37</b>
<b>25. CONFLICT RESOLUTION.....</b>	<b>37</b>
<b>26. CONFLICT OF INTEREST.....</b>	<b>38</b>
<b>27. NOTICE.....</b>	<b>38</b>
<b>28. MISCELLANEOUS .....</b>	<b>39</b>
<b>A. Choice of Law or Venue.....</b>	<b>39</b>
<b>B. Attorney’s Fees.....</b>	<b>39</b>
<b>C. Survivability.....</b>	<b>39</b>
<b>D. Drug-Free Workplace.....</b>	<b>40</b>
<b>E. Certification Regarding Debarment, Suspension, Proposed Debarment and Other Matters.....</b>	<b>40</b>
<b>F. Waiver.....</b>	<b>40</b>
<b>G. Force Majeure.....</b>	<b>40</b>
<b>H. Binding.....</b>	<b>40</b>
<b>I. Time is of the Essence.....</b>	<b>40</b>

J. Authority.....	40
29. AMENDMENT IN WRITING .....	42
30. CONTRACT ASSIGNMENT.....	42
31. SEVERABILITY .....	42
32. COMPLIANCE WITH AUDITING AND REPORTING REQUIREMENTS FOR NON-PROFIT ORGANIZATIONS (O.C.G.A. § 50-20-1 ET SEQ.) .....	42
33. ENTIRE AGREEMENT .....	43
ATTACHMENT A.....	45
DRUG FREE WORKPLACE CERTIFICATE.....	45
ATTACHMENT B.....	47
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS.....	47
ATTACHMENT C.....	49
NON-PROFIT ORGANIZATION DISCLOSURE FORM.....	49
ATTACHMENT D.....	50
CONFIDENTIALITY STATEMENT.....	50
ATTACHMENT E.....	51
BUSINESS ASSOCIATE AGREEMENT .....	51
<b><u>VENDOR LOBBYIST DISCLOSURE</u> AND REGISTRATION CERTIFICATION FORM.....</b>	<b>56</b>



**THIS AGREEMENT**, with an effective date of \_\_\_\_\_, is made and entered into by and between the Georgia Department of Community Health (hereinafter referred to as “DCH” or the “Department”) and \_\_\_\_\_ (hereinafter referred to as the “Contractor”) a ( insert type of business entity ).

**WHEREAS**, the Georgia Department of Administrative Services (“DOAS”) is charged with the responsibility of procuring goods and services on behalf of state agencies, pursuant to Official Code of Georgia Annotated (hereinafter referred to as “O.C.G.A.”) § 50-5-050, et. seq.;

**WHEREAS**, DCH has caused Request for Proposals Number \_\_\_\_\_ (hereinafter the “RFP”) to be issued through DOAS, which is expressly incorporated as if completely restated herein;

**WHEREAS**, DCH has received from Contractor a proposal in response to the RFP, “Contractor’s Proposal,” which is expressly incorporated as if completely restated herein; and,

**WHEREAS**, DCH accepts Contractor’s Proposal to provide various services for the Department.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (insert Party’s name) and (insert Party’s name) (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

**1. SCOPE OF SERVICE/ STATEMENT OF WORK**

The Contractor will provide primary health care services to the migrant population of Dooly County through a Rural Federally Qualified Health Center (hereinafter “Rural FQHC”). The goal of this Contract is to obtain services of a qualified contractor to administer primary health care services, by providing cost effective, culturally appropriate healthcare to the indigent (i.e. the poor, Medicaid, PeachCare and the uninsured and underinsured customers) in the migrant population(s) through the Access Georgia Rural Healthcare Network.

The Parties agree that DCH retains Contractor to furnish all of the goods, services, and other deliverables as contemplated by this Contract, the RFP, the Contractor’s Proposal, Notice of Award (“NOA”), and any amendments (collectively the “Solicitation Documents”). In addition, the Contractor shall be subject to the terms and conditions set forth in this Contract.

In event of a conflict in language between the various documents incorporated into this Agreement, the provisions and requirements set forth in this Agreement shall govern and control without exception.

## **A. DCH Responsibilities**

DCH shall:

1. Identify appropriate information and resources, which will provide the Contractor with the necessary technical assistance to complete the tasks of the Contract.
2. Review all deliverables for approval as furnished under this Contract.
3. Make payments to the Contractor in accordance with the terms provided herein.

DCH may conduct financial audit or programmatic audit or both.

## **B. Contractor Responsibilities**

Contractor shall:

1. Secure professional services of a Federally Qualified Health Provider to expand primary care services to migrant and seasonal farmworkers in Dooly County of Georgia.
2. Submit at one time, all invoices with supporting documentation as required by DCH in accordance with *Scope of Service Section. #1, B. Contractor Responsibilities* to warrant payment. In cases where estimates must be used in lieu of the invoice, estimates will be accepted with the submission of the corresponding invoice within 45 days of payment to the appropriate vendor.
3. Maintain appropriate documentation for verification of expenditures to this Contract.
4. Be responsive to all requests of the DCH on matters related to this Contract.

## **C. Deliverables**

Contractor shall deliver the following:

1. On the tenth day of the first month of each calendar quarter, the Contractor shall forwarded--to Department of Administrative Services, Office of Small and Minority Business, 200 Piedmont Avenue, West Tower, Atlanta, GA 30334--a report of all payments, that together total more than \$2,500.00 to any single subcontractor, supplier, business partner, joint venture and/or agent that the contractor has used to fulfill the requirements of this contract during the previous quarter. The report shall provide the name of the business, their Federal Employment Identification Number ("FEIN"), the purchase order or contract number and the amount paid.
2. Proof of the expenses incurred, no later than forty-five (45) days after purchase. If an estimate must be submitted in lieu of an invoice, an estimate will be accepted and a copy of the paid invoice no later than 45 days after payment to the appropriate vendor.

3. Quarterly progress reports detailing status and program outcomes associated with the purchase of the Alston Bird Health Insurance Portability and Accountability Act program. Include also any baseline information that details status of the existing patient-related information system and improvements or changes resulting from the purchase of said program. Progress reports must be submitted for each quarter of the Contract Term by the 5<sup>th</sup> of the month after each quarter.
  - a. Project status and expenditures report to DCH by the end of forty-five (45) days following the purchase.
  - b. Respond to any DCH report request originating from the Office of Rural Health Policy or any other agency making inquiry as to the progress of projects funded through this contract.
  - c. A final report summarizing in detail all program outcomes related to items listed in 1 through 4, no later than July 30, 2004.

## **2. TERM OF CONTRACT**

This Contract shall begin on the effective date and shall continue until the close of the then current State fiscal year, (June 30, 200\_ ), unless renewed as hereinafter provided. DCH is hereby granted ( ) option(s) to renew this Contract for an additional term of up to one (1) State fiscal year each upon the same terms, conditions, and price in effect at the time of the renewal. The option shall be exercisable solely and exclusively by DCH. DCH shall exercise options by written notice of renewal. As to each term, the Contract shall be terminated absolutely at the close of the then current State fiscal year without further obligation by DCH.

## **3. PAYMENT FOR SERVICES**

DCH shall compensate the Contractor in accordance with the payment schedule as set forth in the Contractor's cost proposal, which is incorporated herein and made a part of this Contract. Each invoice for payment must reference the Contract Number \_\_\_\_\_, Contractor's tax identification number (XX-XXXXXXX), and be itemized to identify the activities being billed. DCH will pay the invoice within thirty-(30) calendar days of receipt upon approval of deliverables and the invoice by the DCH project leader. Each invoice should be mailed to the following address:

Accounting/Financial Services – Director's Office  
Attn.: Mrs. Paula Tolbert  
Georgia Department of Community Health  
2 Peachtree Street, N.W. - 34<sup>th</sup> Floor  
Atlanta, Georgia 30303-3159

The relevant deliverables shall be mailed to the Project Leader named in the *Notice* provision of this Contract.

The total of all payments made by DCH to Contractor under this Contract shall not exceed (XXXXXXXX (\$ XXXXXXXXX)), which has been provided for through use of

State, federal, grant or other funds. DCH shall have no responsibility for payment beyond that amount. It is expressly understood that the total amount of payment to the Contractor will not exceed the maximum provided above, unless Contractor has obtained prior written approval, in the form of a Contract amendment, authorizing an increase in the total payment, prior to the expenditure of any amount in excess of the maximum provided for in this paragraph.

**4. FUNDING**

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that institutions of the State of Georgia are prohibited from pledging the credit of the State. At the sole discretion of DCH, this Contract shall terminate without further obligation of the State if the source of payment for DCH's obligation no longer exists or is insufficient. The certification by DCH of the events stated above shall be conclusive.

**5. PAYMENT OF TAXES**

Contractor will forthwith pay all taxes lawfully imposed upon it with respect to this Contract or any product delivered in accordance herewith. DCH makes no representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity.

**6. RELATIONSHIP OF PARTIES**

Neither party is an agent, employee, or servant of the other. It is expressly agreed that Contractor and any subcontractors and agents, officers, and employees of Contractor or any subcontractor in the performance of this Contract shall act as independent contractors and not as officers or employees of DCH. The parties acknowledge, and agree, that the Contractor, its agents, employees, and servants shall in no way hold themselves out as agents, employees, or servants of DCH. It is further expressly agreed that this Contract shall not be construed as a partnership or joint venture between the Contractor or any subcontractor and DCH.

**7. INSPECTION OF WORK**

DCH, the State Contractor, the Department of Health and Human Services, the General Accounting Office, the Comptroller General of the United States, if applicable, or their authorized representatives, shall have the right to enter into the premises of Contractor and/or all subcontractors, or such other places where duties under this Contract are being performed for the DCH, to inspect, monitor or otherwise evaluate the services or any work performed pursuant to this Contract. All inspections and evaluations of work being performed shall be conducted with prior notice and during normal business hours. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

**8. STATE PROPERTY**

Contractor agrees that any papers, materials and other documents that are produced or that result, directly or indirectly, from or in connection with Contractor's provision of the

services under this Contract shall be the property of DCH upon creation of such documents, for whatever use that DCH deems appropriate, and Contractor further agrees to execute any and all documents, or to take any additional actions that may be necessary in the future to effectuate this provision fully. In particular, if the work product or services include the taking of photographs or videotapes of individuals, Contractor must obtain the consent from such individuals authorizing the use by DCH of such photographs, videotapes, and names in conjunction with such use. Contractor shall also obtain necessary releases from such individuals, releasing DCH from any and all claims or demands arising from such use.

Contractor shall be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this Contract. Contractor will also reimburse DCH for its loss or damage, normal wear and tear excepted, while such property is in the Contractor's custody or use.

## **9. OWNERSHIP AND USE OF DATA**

All DCH data created from information, documents, messages (verbal or electronic), reports, or meetings involving or arising out of this Contract is owned by DCH. Contractor is expressly prohibited from sharing or publishing the DCH data or any information relating to the Medicaid data without the prior written consent of DCH. In the event of a dispute regarding what is or is not DCH data created from information, documents, messages (verbal or electronic), reports, or meetings involving or arising out of this Contract, the Department's decision on this matter shall be final and not subject to appeal.

## **10. CONTRACTOR STAFFING**

Contractor warrants and represents that all persons, including independent contractors and consultants assigned by it to the performance of this Contract, shall be employees or formal agents of Contractor and shall have the credentials necessary (i.e., licensed, and bonded, as required) to perform the work required herein. Contractor shall include a similar provision in any contract with any subcontractor selected to perform work hereunder. Contractor also agrees that DCH may approve or disapprove Contractor's subcontractors or its staff assigned to this Contract prior to the proposed staff assignment. DCH's decision on this matter shall not be subject to appeal.

DCH also may approve or disapprove any proposed changes in key staff, or require the removal or reassignment of any Contractor employee or subcontractor employee found to be unacceptable by DCH. DCH's decision on this matter shall not be subject to appeal.

Should Contractor at any time: 1) refuse or neglect to supply adequate and competent supervision; 2) refuse or fail to provide sufficient and properly skilled personnel, equipment, or materials of the proper quality or quantity; 3) fail to provide the services in accordance with the timeframes, schedule or dates set forth in Section 1 of this Contract; or 4) fail in the performance of any term or condition contained in this Contract, DCH may (in addition to any other contractual, legal or equitable remedies) proceed to take any one or more of the following actions after five (5) calendar days written notice to Contractor:

- withhold any monies then or next due to Contractor; or, obtain the services or their equivalent from a third party, pay the third party for same, and withhold the amount so paid to third party from any money then or thereafter due to Contractor; or,
- withhold monies in the amount of any damage caused by any deficiency or delay in the services.

In addition, Contractor warrants that all persons assigned by it to perform work under this Contract shall be employees or authorized subcontractors of Contractor and shall be fully qualified, as required in the RFP and specified in Contractor's Proposal, to perform the work required herein. Personnel commitments made in Contractor's Proposal shall not be changed unless approved by the Department. Staffing will include the named individuals at the levels of effort proposed.

Contractor shall provide and maintain sufficient qualified personnel and staffing to enable the Deliverables to be provided in accordance with the RFP and Contractor's Proposal. Contractor warrants that Contractor will comply with all staffing/personnel obligations set out in the RFP, including but not limited to those pertaining to security, health, and safety issues.

#### **11. CRIMINAL BACKGROUND CHECKS**

Contractor shall, upon request, provide DCH with a resume or satisfactory criminal background check or both of any members of its staff or a subcontractor's staff assigned to or proposed to be assigned to any aspect of the performance of this Contract.

#### **12. SUBCONTRACTS**

##### **A. Use of Subcontractors**

Contractor will not subcontract or permit anyone other than Contractor personnel to perform any of the work, services, or other performance required of the Contractor under this Contract, or assign any of its rights or obligations hereunder, without the prior written consent of DCH. Prior to hiring or entering into an agreement with any subcontractor, any and all subcontractors shall be approved by DCH. Contractor shall, in writing, provide to DCH the names of all proposed or actual subcontractors, the scope of work of each subcontractor, and the percentage of work to be performed by each subcontractor relative to the total scope of the Contract. Contractor is solely responsible for all work contemplated and required by this Contract, whether Contractor performs the work directly or through a subcontractor.

Contractor shall give DCH immediate notice in writing by registered mail or certified mail of any action or suit filed by any subcontractor and prompt notice of any claim made against Contractor by any subcontractor or vendor that in the opinion of Contractor, may result in litigation related in any way to this Contract.

## **B. Cost or Pricing by Subcontractors**

Contractor shall submit, or shall require any subcontractors hereunder to submit, cost or pricing data for any subcontract to this Contract prior to award. Contractor shall, also, certify that the information submitted by subcontractor is to the best of their knowledge and belief, accurate, complete and current as of the date of agreement, or the date of the negotiated price of the subcontract to the Contract or Amendment to the Contract. Contractor shall insert the substance of this section in each subcontract hereunder.

If DCH determines that any price, including profit or fee, negotiated in connection with this agreement, or any cost reimbursable under this Contract was increased by any significant sum because of the inaccurate cost or pricing data, then such price and cost shall be reduced accordingly and this Contract and the subcontract shall be modified in writing to reflect such reduction.

### **13. REQUIRED TRAVEL, TRAVEL EXPENSES AND USE OF STATE VEHICLES**

Should DCH formally request Contractor's participation in activities on DCH's behalf, which require travel, Contractor will be reimbursed for travel necessary to that activity in accordance with the State and DCH travel policies, procedures and prevailing per diem rates which may be found at [www2.state.ga.us/Departments/AUDIT/m&lg/travreg.html](http://www2.state.ga.us/Departments/AUDIT/m&lg/travreg.html), and are incorporated herein by reference and made a part of this Contract as if completely restated herein. The travel must be specifically required and approved by the DCH Project Leader listed in Section 26, **Notice**, prior to such travel with the duration, purpose and location of travel and any other pertinent information requested by the Project Leader needed for approval.

State vehicles shall not be used in the performance of this Contract.

### **14. LICENSE, CERTIFICATE, PERMIT REQUIREMENT**

Contractor shall have, obtain, and maintain in good standing any Georgia-licenses, certificates and permits that are required prior to and during the performance of work under this Contract. Contractor agrees to provide DCH with certified copies of all licensees, certificates and permits necessary upon request.

### **15. RISK OR LOSS AND REPRESENTATIONS**

DCH takes no title to any of Contractor's goods used in providing the services and/or deliverables hereunder and Contractor shall bear all risk of loss for any goods used in performing work pursuant to this Contract.

The Parties agree that DCH may reasonably rely upon the representations and certifications made by the Contractor, including those made by the Contractor in the Contractor's Response to the RFP and this Agreement, without first making an independent investigation or verification.

The Parties also agree that DCH may reasonably rely upon any audit report, summary, analysis, certification, review, or work product that the Contractor produces in

accordance with its duties under this Agreement, without first making an independent investigation or verification.

**16. PROHIBITION OF GRATUITIES AND LOBBYIST DISCLOSURES**

Contractor, in the performance of this Contract, shall not offer or give, directly or indirectly, to any employee or agent of the State of Georgia, any gift, money or anything of value, or any promise, obligation, or contract for future reward or compensation at any time during the term of this Contract, and shall comply with the disclosure requirements set forth in O.C.G.A. § 45-1-6.

Contractor also states and warrants that it has complied with all disclosure and registration requirements for vendor lobbyists as set forth in O.C.G.A. § 21-5-1, et. seq. and all other applicable law, including but not limited to registering with the State Ethics Commission. In addition, Contractor states and warrants that no federal money has been used for any lobbying of State officials, as required under applicable federal law. For the purposes of this Contract, vendor lobbyists are those who lobby state officials on behalf of businesses that seek a contract to sell goods or services to the State or oppose such Contract.

**17. RECORDS REQUIREMENTS**

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract to the extent and in such detail as will properly reflect all costs for which payment is made under the provisions of this Contract and/or any document that is a part of this Contract by reference or inclusion. Contractor's accounting procedures and practices shall conform to generally accepted accounting principles, and the costs properly applicable to the Contract shall be readily ascertainable therefrom.

**A. Records Retention Requirements**

Contractor shall preserve and make available all of its records pertaining to the performance under this Contract for a period of three (3) years from the date of final payment under this Contract, and for such period, if any, as is required by applicable statute or by any other section of this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for period of three (3) years from the date of termination or of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreements as to which exception has been taken by the State Contractor or any of his duly authorized representatives, shall be retained by Contractor until such appeals, litigation, claims or exceptions have been disposed of.

**B. Access to Records**

The state and federal standards for audits of DCH agents, contractors, and programs are applicable to this section and are incorporated by reference into this Contract as though fully set out herein.



Pursuant to the requirements of 42 C.F.R. § 434.6(a)(5) and 42 C.F.R. § 434.38, Contractor shall make all of its books, documents, papers, provider records, medical records, financial records, data, surveys and computer databases available for examination and audit by the DCH, State Attorney General, State Health Care Fraud Control Unit, the State Department of Audits, or authorized state or federal personnel. Any records requested hereunder shall be produced immediately for on-site review or sent to the requesting authority by mail within fourteen (14) calendar days following a request. All records shall be provided at the sole cost and expense of Contractor. DCH shall have unlimited rights to use, disclose, and duplicate all information and data in any way relating to the Contract in accordance with applicable state and federal laws and regulations.

## **18. CONFIDENTIALITY REQUIREMENTS**

Contractor shall treat all information that is obtained or viewed by it or through its staff and subcontractors performance under this Contract as confidential information, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. Employees or authorized subcontractors of Contractor who have a reasonable need to know such information for purposes of performing their duties under this Contract shall use personal or patient information, provided such employees and/or subcontractors have first signed an appropriate non-disclosure agreement that has been approved and maintained by DCH. Contractor shall remove any person from performance of services hereunder upon notice that DCH reasonably believes that such person has failed to comply with the confidentiality obligations of this Contract. Contractor shall replace such removed personnel in accordance with the staffing requirements of this Contract. DCH, the Georgia Attorney General, federal officials as authorized by federal law or regulations, or the authorized representatives of these parties shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations.

The Contractor also agrees to assist DCH in its efforts to comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and its related amendments, rules, procedures, and regulations. To that end, the Contractor will cooperate and abide by any requirements mandated by HIPAA or any other applicable law. The Contractor acknowledges that HIPAA may require the Contractor and DCH to sign a Business Associate Agreement or other documents for compliance purposes, including but not limited to “Attachment E” (Business Associate Agreement). The Contractor agrees to cooperate with DCH on these matters and to sign whatever documents are required for HIPAA compliance and to abide by their terms and conditions.

## **19. TERMINATION OF CONTRACT**

This Contract may terminate or may be terminated by DCH for any or all of the following reasons:

- default by the Contractor; or
- convenience of DCH; or

- insolvency or declaration of bankruptcy by the Contractor; or
- sufficient appropriated funds no longer exist for the payment of DCH's obligation under this Contract.

***A. Termination Procedures***

Contractor shall:

- Stop work under the Contract on the date and to the extent specified in the notice of termination;
- Place no further orders or subcontract for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
- Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- Assign to DCH, in the manner and to the extent directed by the Contract Administrator, all of the right, title, and interest of Contractor under the orders or subcontracts so terminated, in which case DCH shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- With the approval of the Contract Administrator, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the Contract;
- Complete the performance of such part of the work as shall not have been terminated by the notice of termination;
- Take such action as may be necessary, or as the Contract Administrator may direct, for the protection and preservation of any and all property or information related to the Contract that is in the possession of Contractor and in which DCH has or may acquire an interest.

***B. Termination Claims***

After receipt of a notice of termination, Contractor shall submit to the Contract Administrator any termination claim in the form and with the certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than three (3) months from the effective date of termination. Upon failure of Contractor to submit its termination claim within the time allowed, the Contract Administrator may, subject to any review required by the state procedures in effect as of the date of execution of the Contract, determine, on the basis of information available, the amount, if any, due to Contractor by reason of the termination and shall thereupon cause to be paid to Contractor the amount so determined.

Upon receipt of notice of termination, Contractor shall have no entitlement to receive any amount for lost revenues or anticipated profits or for expenditures associated with this or any other contract. Upon termination Contractor shall be paid in accordance with the following:

- At the contract price(s) for completed deliverables and services delivered to and accepted by DCH; and/or
- At a price mutually agreed upon by Contractor and DCH for partially completed deliverables.

In the event of the failure of Contractor and DCH to agree in whole or in part as to the amounts with respect to costs to be paid to Contractor in connection with the total or partial termination of work pursuant to this article, DCH shall determine, on the basis of information available, the amount, if any, due to Contractor by reason of termination and shall pay to Contractor the amount so determined.

## **20. LIQUIDATED DAMAGES**

If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Department shall withhold from the Contractor liquidated damages of \$25 or 0.00% per calendar day, week, or month of delay. However, once liquidated damages reach \_\$ , the contract shall be terminated and the Contractor shall be liable for the Department's actual and incidental damages related to secure substitute performance

-or-

In the event that Contractor fails to meet the requirements of the RFP and this Contract and financial damages are difficult or impossible to ascertain exactly, Contractor agrees to pay DCH the sums set forth below as liquidated damages, not as a penalty but as damages, provided DCH and its subcontractors and agents have timely satisfied the requirements in the final project work plan.

**A. Requirement; Liquidated Damages (To be determined)**

**B. Requirement; Liquidated Damages (To be determined)**

## **21. INDEMNIFICATION**

Contractor hereby releases and agrees to indemnify and hold harmless DCH, the State of Georgia and its departments, agencies and instrumentalities (including the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, The State Employee Broad Form Liability Funds, the State Insurance and Hazard Reserve Fund, and other self-insured funds, all such funds hereinafter collectively referred to as the "Funds") from and against any and all claims, demands, liabilities, losses, costs or expenses, and attorneys' fees, caused by, growing out of, or arising from this Contract, due to any act or omission on the part of Contractor, its agents, employees, customers, invitees, licensees or others working at the direction of Contractor or on its behalf, or due to any breach of this Contract by Contractor, or due to the application or violation of any pertinent federal, state or local law, rule or regulation. This indemnification extends to the successors and assigns of Contractor, and this indemnification survives the termination of the Contract and the dissolution or, to the extent allowed by the law, the bankruptcy of Contractor.

## 22. **INSURANCE**

Contractor shall, at a minimum, prior to the commencement of work, procure the insurance policies identified below at Contractor's own cost and expense and shall furnish DCH with proof of coverage at least in the amounts indicated. It shall be the responsibility of Contractor to require any subcontractor to secure the same insurance coverage as prescribed herein for Contractor, and to obtain a certificate evidencing that such insurance is in effect. In addition, Contractor shall indemnify and hold harmless DCH and the State from any liability arising out of Contractor's or subcontractor's untimely failure in securing adequate insurance coverage as prescribed herein:

- Workers' Compensation Insurance, the policy (ies) to insure the statutory limits established by the General Assembly of the State of Georgia. The Workers' Compensation Policy must include Coverage B – Employer's Liability Limits of:

Bodily Injury by Accident	\$ 500,000 each accident
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Bodily Injury by Disease	\$ 500,000 each employee
	\$ 1,000,000 policy limits

Contractor shall require all subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Worker's Compensation Coverage.

- Commercial General Liability Policy (ies) as follows:  
Combined Single Limits: \$ 1,000,000 per person  
\$ 3,000,000 per occurrence

The Commercial General Liability Policy must be on an "occurrence" basis.

- Liability for property damage in the amount of \$ [REDACTED], including contents coverage for all records maintained pursuant to this Contract.

## 23. **PERFORMANCE BOND**

Contractor shall obtain at Contractor's own expense a performance bond issued by a surety company authorized to do business in the State of Georgia in an amount equal to the value of the Contract for each fiscal year of the Contract for all work that may be undertaken pursuant to the Contract. The performance bond shall be in the form of the Performance Bond attached to this Contract as Exhibit "2."

The Performance Bond shall cover the period beginning with the implementation phase through the life of the Contract, including but not limited to amendments, renewals and extensions. The amount of the Performance Bond shall be adjusted every six (6) months to reflect any increase in the amount of work to be performed under this Contract. Contractor shall provide DCH with written documentation of the surety and the actual performance bond during any interim period. This requirement does not preclude the annual submission requirement.

**24. COMPLIANCE WITH ALL LAWS**

Contractor agrees to comply with applicable federal and state laws, rules and regulations, and the State's policy relative to nondiscrimination in employment practices because of political affiliation, religion, race, color, sex, physical handicap, age, or national origin. Nondiscrimination in employment practices is applicable to employees for employment, promotions, dismissal and other elements affecting employment.

Contractor agrees that all work done as part of this Contract will comply fully with applicable administrative and other requirements established by applicable federal and state laws and regulations and guidelines, including but not limited to §1902(a)(7) of the Social Security Act and DCH Policies and Procedures, and assumes responsibility for full compliance with all such applicable laws, regulations, and guidelines, and agrees to fully reimburse DCH for any loss of funds or resources or overpayment resulting from non-compliance by Contractor, its staff, agents or subcontractors, as revealed in subsequent audits. The provisions of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 *et seq.*) and the rules and regulations as promulgated by the United States Department of Labor in Title XXIX of the Code of Federal Regulations are applicable to this Contract.

Contractor shall agree to conform with such federal laws as affect the delivery of services under this Contract including but not limited to the Titles VI, VII, XIX of the Social Security Act, the Federal Rehabilitation Act of 1973, the Davis Bacon Act (40 U.S.C. § 276a *et seq.*), the Copeland Anti-Kickback Act (40 U.S.C. § 276c), and the Americans with Disability Act of 1993 (including but not limited to 28 C.F.R. § 35.100 *et seq.*).

Contractor will agree to conform to such requirements or regulations as the United States Department of Health and Human Services may issue from time to time. Authority to implement federal requirements or regulations will be given to Contractor by DCH in the form of a contract amendment.

**25. CONFLICT RESOLUTION**

Any dispute concerning a question of fact arising under the Contract that is not disposed of by agreement shall be decided by the Contract Administrator who shall reduce his or her decision to writing and mail or otherwise furnish a copy thereof to Contractor. The decision of the Contract Administrator shall be final and conclusive unless, within ten (10) calendar days from the date of receipt of such copy, Contractor mails or otherwise furnishes a written appeal to the Commissioner of DCH. The decision of the Commissioner or his duly authorized representative for the determination of such appeal shall be final and conclusive unless otherwise determined by a court of competent jurisdiction. In connection with any appeal proceeding under this provision, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending a final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the Contract.

**26. CONFLICT OF INTEREST AND CONTRACTOR INDEPENDENCE**

No official or employee of the State of Georgia or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in this Agreement or proposed Contract.

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any material manner or degree with, or have a material adverse effect on the performance of its services hereunder. Contractor further covenants that in the performance of the Contract no person having any such interest shall be employed.

All of the Parties hereby certify that the provisions of O.C.G.A. §45-10-20 through §45-10-28, which prohibit and regulate certain transactions between state officials and employees and the State of Georgia, have not been violated and will not be violated in any respect throughout the term.

In addition, it shall be the responsibility of the Contractor to maintain independence and to establish necessary policies and procedures to assist the Contractor in determining if the actual Contractors performing work under this Agreement have any impairments to their independence. To that end, the Contractor shall submit a written plan to DCH within five (5) business days of the execution of this Agreement in which it outlines the Contractor's policies and procedures relating to how it monitors and enforces Contractor impartiality and independence. The Contractor further agrees to take all necessary actions to eliminate threats to impartiality and independence, including but not limited to reassigning, removing, or terminating Contractors.

**27. NOTICE**

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand, or three (3) calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the addresses set forth below or to such other address as a party may designate by notice pursuant hereto.

**For DCH:**

**Contract Administration:**

\_\_\_\_\_, Contract Specialist II  
Georgia Department of Community Health  
2 Peachtree Street, NW - 35<sup>th</sup> Floor  
Atlanta, GA 30303-3159  
(404) \_\_\_\_\_ – Phone  
(404) \_\_\_\_\_ – Fax  
e-mail address: \_\_\_\_\_

**Project Leader:**

\_\_\_\_\_  
Georgia Department of Community Health  
2 Peachtree Street, NW – 37<sup>th</sup> Floor  
Atlanta, GA 30303-3159

(404) \_\_\_\_\_ – Phone

(404) \_\_\_\_\_ – Fax

e-mail address: \_\_\_\_\_

**For Contractor:**

\_\_\_\_\_

\_\_\_\_\_  
(404)

(404) \_\_\_\_\_ - Fax

e-mail address

It shall be the responsibility of Contractor to inform the Contract Administrator of any change in address in writing no later than five (5) business days after the change.

**28. MISCELLANEOUS**

**A. Choice of Law or Venue**

This Contract shall be governed in all respects by the laws of the State of Georgia. Any lawsuit or other action brought against DCH or the State based upon or arising from this Contract shall be brought in a court or other forum of competent jurisdiction in Fulton County in the State of Georgia.

**B. Attorney's Fees**

In the event that either Party deems it necessary to take legal action to enforce any provision of the Contract, and in the event DCH prevails, Contractor agrees to pay all expenses of such action including reasonable attorney's fees and costs at all stages of litigation as awarded by the court, a lawful tribunal, hearing officer or administrative law judge. If Contractor prevails in any such action, the court or hearing officer, at its discretion, may award costs and reasonable attorney's fees to the Contractor. The term legal action shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

**C. Survivability**

The terms, provisions, representations and warranties contained in this Contract shall survive the delivery or provision of all services or deliverables hereunder.

#### **D. Drug-Free Workplace**

Contractor must certify to DCH that a drug-free workplace will be provided for Contractor's employees during the performance of the Contract as required by the "Drug-Free Workplace Act", O.C.G.A. § 50-24-1, et seq. and applicable federal law. Contractor will secure from any subcontractor hired to work in a drug-free workplace such similar certification. Any false certification by Contractor or violation of such certification, or failure to carry out the requirements set forth in the Code, may result in Contractor being suspended, terminated or debarred from the performance of this Contract.

#### **E. Certification Regarding Debarment, Suspension, Proposed Debarment and Other Matters**

Contractor certifies that it is not presently debarred, suspended, proposed for debarment or declared ineligible for award of contracts by any federal or State agency.

#### **F. Waiver**

The waiver by DCH of any breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Contract and shall not establish a course of performance between the parties contradictory to the terms hereof.

#### **G. Force Majeure**

Neither party to this Contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, riots, lockouts, acts of war, epidemics, fire, earthquakes, or other disasters.

#### **H. Binding**

This Contract shall be binding on DCH and Contractor and their respective successors and permitted assigns.

#### **I. Time is of the Essence**

Time is of the essence in this Contract. Any reference to "days" shall be deemed calendar days unless otherwise specifically stated.

#### **J. Authority**

DCH has full power and authority to enter into this Contract, and the person acting on behalf of and signing for Contractor has full authority to enter into this Contract, and the person signing on behalf of Contractor has been properly authorized and empowered to enter into this Contract on behalf of Contractor and to bind Contractor to the terms of this Contract. Each party further acknowledges that it: has had the opportunity to consult with and/or retain legal counsel of its choice; read this Contract; understands this Contract; and agrees to be bound by it.



#### **K. Ethics in Public Contracting**

Contractor understands, states, and certifies that it made its proposal to the RFP without collusion or fraud and that it did not offer or receive any kickbacks or other inducements from any other Contractor, Contractor, supplier, manufacturer, or subcontractor in connection with its proposal to the RFP.

#### **L. Days**

All references to “days” shall be construed to mean calendar days, unless otherwise indicated.

#### **M. Contract Language Interpretation**

The Contractor and the Department agree that in the event of a disagreement regarding, arising out of, or related to contract language interpretation, the Department’s interpretation of the contract language in dispute shall control and govern. The Department’s interpretation of the contract language in dispute shall not be subject to appeal under any circumstance.

#### **N. Assessment of Fees**

The Contractor and the Department agree that the Department may elect to deduct any assessed fees from payments due or owing to the Contractor or direct the Contractor to make payment directly to the Department for any and all assessed fees. The choice is solely and strictly the Department’s choice.

#### **O. Cooperation with Other Contractors**

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.

#### **P. Contractor Accounting Requirements and Record Retention**

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the “Records”) to the extent and in such detail as will properly reflect all payments received under this Contract for at least five (5) years after the termination of the Contract. Contractor's accounting procedures and practices shall conform to GAAP/GASB and the costs properly applicable to the Contract shall be readily ascertainable there from.

Contractor agrees to make available at all reasonable times during the period set forth below any of the Records of the contracted work for inspection or audit by any authorized representative of DOAS or the Georgia State Auditor. Contractor shall preserve and make available its Records for a period of five (5) years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely

or partially terminated, the Records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor or any of his duly authorized representatives, shall be retained by Contractor until such appeals, litigation, claims, or exceptions have been disposed of.

#### **Q. Section Titles not Controlling**

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

#### **R. Limitation of Liability/Exceptions**

Nothing in this Contract shall limit Contractor's indemnification liability arising from claims brought by any third party against the Department and the State.

#### **29. AMENDMENT IN WRITING**

No amendment, waiver, termination or discharge of this Contract, or any of the terms or provisions hereof, shall be binding upon either party unless confirmed in writing. None of the Solicitation Documents may be modified or amended, except by writing executed by both parties. Additionally, Centers for Medicare and Medicaid Services (hereinafter "CMS") approval may be required before any such amendment is effective. DCH shall determine, in its sole discretion, when such CMS approval is required. Any agreement of the parties to amend, modify, eliminate or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein.

#### **30. CONTRACT ASSIGNMENT**

Contractor shall not assign this Contract, in whole or in part, without the prior written consent of DCH, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

#### **31. SEVERABILITY**

Any section, subsection, paragraph, term, condition, provision, or other part of this Contract that is judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein.

#### **32. COMPLIANCE WITH AUDITING AND REPORTING REQUIREMENTS FOR NONPROFIT ORGANIZATIONS (O.C.G.A. § 50-20-1 ET SEQ.)**

The Contractor agrees to comply at all times with the provisions of the Federal Single Audit Act (hereinafter called the Act) as amended from time to time, all applicable implementing regulations, including but not limited to any disclosure requirements

imposed upon non-profit organizations by the Georgia Department of Audits as a result of the Act, and to make complete restitution to the Department of any payments found to be improper under the provisions of the Act by the Georgia Department of Audits, the Georgia Attorney General's Office or any of their respective employees, agents, or assigns.

**33. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or contracts. No written or oral agreements, representatives, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated in this Contract shall in any way be binding or of effect between the parties.

*(Signatures on following page)*

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties state and affirm that they are duly authorized to bind the respected entities designated below as of the day and year indicated.

**GEORGIA DEPARTMENT OF COMMUNITY HEALTH**

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

\_\_\_\_\_  
**CONTRACTOR NAME**

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
AFFIX CORPORATE SEAL HERE  
(Corporations without a seal, attach a  
Certificate of Corporate Resolution)

ATTEST: \_\_\_\_\_  
\*\*SIGNATURE

\_\_\_\_\_  
TITLE

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\* Must be President, Vice President, CEO or other authorized officer  
\*\*Must be Corporate Secretary

**DRUG FREE WORKPLACE CERTIFICATE**

**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (HHS)  
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
GRANTEES OTHER THAN INDIVIDUALS**

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the January 31, 1989 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS makes a determination regarding the award of the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

The grantee certifies that it will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
  - a) The dangers of drug abuse in the workplace;
  - b) The grantee's policy of maintaining a drug-free workplace;
  - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - a) Abide by the terms of the statement; and
  - b) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
5. Notifying the agency within ten days after receiving notice under subparagraph 4. b) from an employee or otherwise receiving actual notice of such conviction;

6. Taking one of the following actions, within 30 days of receiving notice under subparagraph 4. b), with respect to any employee who is so convicted;
  - a) Taking appropriate personnel action against such an employee, up to and including termination; or
  - b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

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Contractor

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Signature

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Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED  
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**



**Federal Acquisition Regulation 52.209-5, Certification Regarding Debarment, Suspension,  
Proposed Debarment, and Other Responsibility Matters (March 1996)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
- (i) The Offeror and/or any of its Principals—
    - A. Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for award of contracts by any Federal agency;
    - B. Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, evasion, or receiving stolen property; and
    - C. Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.
  - (ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any federal agency.
- (2) “Principals,” for purposes of this certification, means officers, directors, owners, partners, and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment; and similar positions).

This certification concerns a matter within the jurisdiction of an Agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. § 1001.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that if any of the items in paragraph (a) of this provision exist will not necessarily result in withholding of an award under this solicitation. However, the

certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Offeror:

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title



**GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
NON-PROFIT ORGANIZATION DISCLOSURE FORM**

**Notice to all DCH Contractors:** Pursuant to Georgia law, nonprofit organizations that receive funds from a state organization must comply with audit requirements as specified in O.C.G.A. § 50-20-1 *et seq.* (hereinafter “the Act”) to ensure appropriate use of public funds. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization that is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest; is not organized primarily for profit; and uses its net proceeds to maintain, improve or expand its operations. The term nonprofit organization includes nonprofit institutions of higher education and hospitals. For financial reporting purposes, guidelines issued by the American Institute of Certified Public Accountants should be followed in determining nonprofit status.

The Department of Community Health (DCH) must report contracts with nonprofit organizations to the Department of Audits and must ensure compliance with the other requirements of the Act. Prior to execution of any contract, the potential contractor must complete this form disclosing its corporate status to DCH. This form must be returned, along with proof of corporate status, to: Elvina Calland, Director, Contract and Procurement Administration, Georgia Department of Community Health, 35<sup>th</sup> Floor, 2 Peachtree Street, N.W., Atlanta, Georgia 30303-3159.

Acceptable proof of corporate status includes, but is not limited to, the following documentation:

- Financial statements for the previous year;
- Employee list;
- Employee salaries;
- Employees’ reimbursable expenses; and
- Corrective action plans.

Entities that meet the definition of nonprofit organization provided above and are subject the requirements of the Act will be contacted by DCH for further information.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CORPORATE STATUS: (check one) For Profit \_\_\_\_\_ Non-Profit \_\_\_\_\_

*I, the undersigned duly authorized representative of \_\_\_\_\_  
do hereby attest that the above information is true and correct to the best of my knowledge.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STATE OF GEORGIA  
THE GEORGIA DEPARTMENT OF COMMUNITY HEALTH  
2 PEACHTREE STREET, N.W.  
ATLANTA, GEORGIA 30303-3159**

**CONFIDENTIALITY STATEMENT  
FOR SAFEGUARDING INFORMATION**

I, the undersigned, understand, and by my signature agree to comply with Federal and State requirements (**References: 42 CFR 431.300 – 431.306. Chapter 350-5 of Rules of Georgia Department of Community Health**) regarding the safeguarding of Medicaid information in my possession, including but not limited to information which is electronically obtained from the Medicaid Management Information System (MMIS) while performing contractual services with the Department of Community Health, its agents or contractors.

Individual's Name: (typed or printed): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Company or Agency Name and Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (hereinafter referred to as “Agreement”), effective this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is made and entered into by and between the Georgia Department of Community Health (hereinafter referred to as “DCH”) and \_\_\_\_\_ (hereinafter referred to as “Contractor”) as Amendment No. \_\_\_\_\_ to Contract No. \_\_\_\_\_ between DCH and Contractor dated \_\_\_\_\_ (“Contract”).

**WHEREAS**, DCH is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information (“PHI”);

**WHEREAS**, Contractor, under Contract No. \_\_\_\_\_ (hereinafter referred to as “Contract”), may provide functions, activities, or services involving the use of PHI;

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DCH and Contractor (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

1. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, published as the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Parts 160 and 164 (“Privacy Rule”);
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule if done by DCH.
3. **Unless otherwise required by Law, Contractor agrees:**
  - A. That it will not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement or as required by law.
  - B. To establish, maintain and use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement.
  - C. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement.
  - D. That its agents or subcontractors are subject to the same obligations that apply to Contractor under this Agreement and Contractor agrees to ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other

limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement.

- E.** To report to DCH any use or disclosure of PHI that is not provided for by this Agreement of which it becomes aware. Contractor agrees to make such report to DCH in writing in such form as DCH may require within twenty-four (24) hours after Contractor becomes aware.
- F.** To make any amendment(s) to PHI in a Designated Record Set that DCH directs or agrees to pursuant to 45 CFR 164.526 at the request of DCH or an Individual, within five (5) business days after request of DCH or of the Individual. Contractor also agrees to provide DCH with written confirmation of the amendment in such format and within such time as DCH may require.
- G.** To provide access to PHI in a Designated Record Set, to DCH upon request, within five (5) business days after such request, or, as directed by DCH, to an Individual. Contractor also agrees to provide DCH with written confirmation that access has been granted in such format and within such time as DCH may require.
- H.** To give DCH, the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) or their designees access to Contractor’s books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DCH within five (5) business days after DCH, the Secretary or their designees request such access or otherwise as DCH, the Secretary or their designees may require. Contractor also agrees to make such information available for review, inspection and copying by DCH, the Secretary or their designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to DCH, the Secretary or their designees in such form, format or manner as DCH, the Secretary or their designees may require.
- I.** To document all disclosures of PHI and information related to such disclosures as would be required for DCH to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with the requirements of the Privacy Rule.
- J.** To provide to DCH or to an Individual, information collected in accordance with Section 3. I. of this Agreement, above, to permit DCH to respond to a request by an Individual for an accounting of disclosures of PHI as provided in the Privacy Rule.

**4. Unless otherwise required by Law, DCH agrees:**

That it will notify Contractor of any new limitation in DCH’s Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such limitation will affect Contractor’s use or disclosure of PHI.

That it will notify Contractor of any change in, or revocation of, permission by an

Individual for DCH to use or disclose PHI to the extent that DCH determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.

That it will notify Contractor of any restriction regarding its use or disclosure of PHI that DCH has agreed to in accordance with the Privacy Rule if, and to the extent that, DCH determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.

5. The **Term of this Agreement** shall be effective as of \_\_\_\_\_, and shall terminate when all of the PHI provided by DCH to Contractor, or created or received by Contractor on behalf of DCH, is destroyed or returned to DCH, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

**A. Termination for Cause.** Upon DCH's knowledge of a material breach by Contractor, DCH shall either:

- (1) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by DCH;
- (2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
- (3) If neither termination nor cure is feasible, DCH shall report the violation to the Secretary.

**B. Effect of Termination.**

Except as provided in paragraph (A.) (2) of this Section, upon termination of this Agreement, for any reason, Contractor shall return or destroy all PHI received from DCH, or created or received by Contractor on behalf of DCH. This provision shall apply to PHI that is in the possession of subcontractors or agents of Contractor. Neither Contractor nor its agents nor subcontractors shall retain copies of the PHI.

- (1) In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall send DCH detailed written notice of the specific reasons why it believes such return or destruction not feasible and the factual basis for such determination, including the existence of any conditions or circumstances which make such return or disclosure infeasible. If DCH determines, in the exercise of its sole discretion, that the return or destruction of such PHI is not feasible, Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DCH may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional action as DCH may require for the protection of patient privacy or the safeguarding, security and protection of such PHI.

- (2) If neither termination nor cure is feasible, DCH shall report the violation to the Secretary.
- (3) Section 5. B. of this Agreement, regarding the effect of termination or expiration, shall survive the termination of this Agreement.

**C. Conflicting Termination Provisions.**

In the event of conflicting termination provisions or requirements, with respect to PHI, the termination provisions of Section 5 in this Business Associate Agreement shall control and supercede and control those in the underlying Contract.

- 6. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DCH to comply with applicable Medicaid laws, rules and regulations, and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable Medicaid laws, rules and regulations and the laws of the State of Georgia shall supercede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of HIPAA and its Privacy Rule.
- 7. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Amendment, shall remain in full force and effect.

*Signatures on following page*

## SIGNATURE PAGE

Individual's Name: (typed or printed): \_\_\_\_\_

\*Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

Company or Agency Name and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\* Must be President, Vice President, CEO or other authorized officer

\*\*Must be Corporate Secretary

## VENDOR LOBBYIST DISCLOSURE AND REGISTRATION CERTIFICATION FORM



Pursuant to Executive Order Number 10.01.03.01 (the “Order”), which was signed by Governor Sonny Perdue on October 1, 2003, Contractors with the state are required to complete this form. The Order requires “Vendor Lobbyists,” defined as those who lobby state officials on behalf of businesses that seek a contract to sell goods or services to the state or those who oppose such a contract, to certify that they have registered with the State Ethics Commission and filed the disclosures required by Article 4 of Chapter 5 of Title 21 of the Official Code of Georgia Annotated. Consequently, every vendor desiring to enter into a contract with the state must complete this certification form. False, incomplete, or untimely registration, disclosure, or certification shall be grounds for termination of the award and contract and may cause recoupment or refund actions against Contractor.

In order to be in compliance with Executive Order Number 10.01.03.01, please complete this Certification Form by designating only one of the following:

- ☐ Contractor *does not have any* lobbyist employed, retained, or affiliated with the Contractor who is seeking or opposing contracts for it or its clients. Consequently, Contractor has not registered anyone with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.
  
- ☐ Contractor *does have* lobbyist(s) employed, retained, or affiliated with the Contractor who are seeking or opposing contracts for it or its clients. The lobbyists are:

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Contractor states, represents, warrants, and certifies that it has registered the above named lobbyists with the State Ethics Commission as required by Executive Order Number 10.01.03.01 and any of its related rules, regulations, policies, or laws.

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 Contractor

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 Date

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 Signature

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 Title of Signatory



## APPENDIX F

### SMALL OR MINORITY BUSINESS FORM

Can your company be classified as a **SMALL BUSINESS** by the following definition?

- ♦ **Small Business** – means an independently owned and operated entity that has either fewer than on hundred (100) employees or less than one million dollars (\$1,000,000) in gross receipts per year. (State Statute 50-5-121)

☐ **YES**, if yes, please check the following reason(s) that apply:

☐ Less than 100 employees or ☐ Less than \$1,000,000 in gross annual receipts.

☐ **NO**

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#### ♦ **Minority Owned Business Enterprise**

Can your company be classified as a **MINORITY OWNED BUSINESS** by the following definition?

- ♦ **Minority Owned Business** – means a business that is owned or controlled by one or more minority persons.

Please indicate below if your firm is owned or controlled and operated by one of the minorities listed.

African American	%	Asian American	%
Hispanic / Latino	%	Pacific Islander	%
NativeAmerican	%		

Are any of your suppliers Minority and/or small business enterprises? \_\_\_\_\_

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#### **Ownership**

American Citizen

☐ YES

☐ NO

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## **APPENDIX G**

### **PROJECT SPECIFIC BACKGROUND**

On April 19, 1999, Senate Bill 241 became law and established the Georgia Department of Community Health (DCH). The law consolidated three state agencies involved in purchasing, planning and regulating health care in the State. DCH began operating as an official agency on July 1, 1999.

The Department was created by the General Assembly in response to growing concern about fragmentation of health care delivery at the state level of government. The legislation outlined several purposes for the Department: a) to serve as the lead planning agency for all health issues in the State; b) to permit the State to maximize its health care purchasing power; c) to minimize duplication and to maximize administrative efficiency in the State's health care systems by removing overlapping functions and streamlining uncoordinated programs; d) to allow the State to develop a better health care infrastructure to be more responsive to the consumers it serves while improving access and coverage; and e) to promote wellness.

In fulfilling its statutory authority, the DCH currently has need to expand rural migrant health services through a federally qualified health center in the State of Georgia. The increasing demand for migrant health care services, coupled with existing service gaps in primary health care in rural areas of Georgia has prompted the DCH to solicit the professional services of an Offeror to meet this health care need.

The DCH is administering this program and is purposing to continue its implementation by soliciting the services of a selected Offeror as funded by both State and Federal revenues.

## **APPENDIX H**

### **GLOSSARY**

Department - State of Georgia Department of Community Health.

DOAS - State of Georgia Department of Administrative Services.

Fixed Price Basis – A calculation of the price in which the total is a fixed lump sum or an amount made up of fixed unit prices.

Georgia Vendor Manual – This manual can be downloaded and viewed on the Internet at DOAS web page at [www.doas.state.ga.us](http://www.doas.state.ga.us).

O.C.G.A. - Official Code of Georgia (State statutes).

Offeror - Respondent to this Request for Proposals.

RFP - Request for Proposals.

Fiscal Agent - A contractor performing multiple functions in support of the Medicaid and State Health Benefit Plan program including processing and auditing claims for payment and performing, as required, certain other related functions, as an agent of the State.